STATE OF MICHIGAN

DEPARTMENT OF LABOR & ECONOMIC GROWTH

OFFICE OF FINANCIAL AND INSURANCE REGULATION

Before the Commissioner of Financial and Insurance Regulation

In the matter of

XXXXX
Petitioner **File No. 88843-001**
v

Blue Cross Blue Shield of Michigan
Respondent
_____/

Issued and entered
This 12th day of May 2008
by Ken Ross
Commissioner

ORDER

I
PROCEDURAL BACKGROUND

On March 31, 2008, XXXXX, authorized representative of his son XXXXX (Petitioner), filed a request for external review with the Commissioner of Financial and Insurance Regulation under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq*. The Commissioner reviewed the request and accepted it on April 7, 2008.

The Petitioner is enrolled for health coverage with Blue Cross Blue Shield of Michigan (BCBSM) through the Michigan Education Special Services Association (MESSA). The Commissioner notified BCBSM of the external review and requested the information used in making its adverse determination. The Commissioner received BCBSM's response on April 22, 2008.

The issue in this external review can be decided by a contractual analysis. The Petitioner had MESSA's Choices II benefit plan. The contract here is the MESSA Choices Group Health Care Benefit Certificate (the certificate). The Commissioner reviews contractual issues pursuant to MCL 550.1911(7). This matter does not require a medical opinion from an independent review organization.

II
FACTUAL BACKGROUND

On August 9, 2006, the Petitioner received dental care provided by XXXXX. The services consisted of a mouth guard and porcelain fillings on four of his teeth. The total charge for this care was $832.00. BCBSM denied payment for this treatment. The Petitioner's health plan was terminated on September 1, 2006.

The Petitioner appealed BCBSM's decision to deny coverage for his dental care. BCBSM held a managerial-level conference on February 7, 2008, and issued a final adverse determination dated February 18, 2008.

III
ISSUE

Is BCBSM required to cover the Petitioner's dental care?

IV
ANALYSIS

Petitioner's Argument

The Petitioner had severe acid reflux while growing up which caused severe chemical erosion to his teeth. He first sought limited treatment from XXXXX, his dentist on August 9, 2006.

After seeking additional information from the XXXXX Petitioner was referred to XXXXX as the only specialist who could reconstruct his teeth. XXXXX developed a treatment plan that included dental implants, root canals and dental crowns. The approximate cost of this treatment is $46,000.00. The Petitioner wants BCBSM to cover the limited care provided by XXXX and the full treatment plan proposed by XXXXX.

The Petitioner believes that, since a medical condition caused the erosion of his teeth, his medical coverage should pay for it. He does not think it is fair that when a medical condition causes a medical problem BCBSM does not hesitate to cover it. But when a medical condition affects the teeth no coverage is available.

BCBSM's Argument

BCBSM indicates that the treatment plan that was submitted by XXXXX for treatment of the Petitioner was dated November 29, 2007. This is fifteen months after his MESSA BCBSM coverage terminated on September 1, 2006. BCBSM argues that it is not required to reimburse for any of this care since there is no coverage available for services after the coverage ends.

The care provided the Petitioner by XXXX on August 9, 2006 was prior to the termination of coverage. However, the dental benefit under medical/surgical health coverage is limited to certain very clear and specific criteria. Three sections of the certificate describe the dental benefits and the limitations and exclusions of the dental benefits available. Section 6 (page 6.2) explains that dental surgery is only payable for:

- Multiple extractions or removal of unerupted teeth, alveoloplasty or gingivectomy preformed in a hospital when the patient has an existing concurrent hazardous medical condition
- Surgery on the jaw joint
- Arthrocentesis performed for the reversible or irreversible treatment of jaw joint disorders.

Section 7 (page 7.1) indicates that:

> Covered services include dental treatment by a licensed dentist or dental surgeon required because of an accidental injury to sound natural teeth sustained while covered by this plan and only if coverage has been continuous since the date of the accidental injury. Charges by a dental surgeon for the removal of cysts and tumors and jaw, and the extraction of impacted teeth are covered.

Finally, Section 8 *Exclusions and Limitations* (page 8.1) indicates that the following is not covered:

> dental care (except as previously specified) including repairs of supporting structures for partial or complete dentures, dental implants, extractions, extraction repairs, bite splints, braces and appliances and appliances and other dental work or treatment.

It is BCBSM's position that, because the August 9, 2006 dental treatment received by the Petitioner is not covered under any of the sections referred to above, it is not a covered benefit. The documentation indicates that the patient suffered dental decay that is a direct result of a medical condition. The care provided by XXXXX was treatment of this condition. There was no

accidental dental injury documented that is the cause of the dental condition described. In addition, it is clear the dental services did not occur in a hospital as required by the language of Section 6. Therefore, BCBSM argues that the denial of the dental services in question was appropriate.

Commissioner's Review

The Commissioner is sympathetic to the Petitioner's situation. As a result of a medical condition his teeth were severely damaged. However, the certificate in this case provides dental coverage only in very limited situations. In addition, even covered dental benefits are not payable after the coverage terminates.

BCBSM indicated that the Petitioner's MESSA-BCBSM coverage terminated on September 1, 2006. Section 9 (page 9.4) of the certificate states in pertinent part:

> Unless otherwise stated in this Certificate, we will not pay for any services, treatment, care or supplies provided before your coverage under this Certificate becomes effective or after your coverage ends.

Based on this language, BCBSM is not required to pay for any of the care set forth in the Petitioner's November 29, 2007 treatment plan prepared by XXXXX. All of these services would be provided after September 1, 2006 when the Petitioner's coverage was terminated.

For the August 9, 2006 services provided by XXXX, there was no information provided that this care met any of the provisions for dental coverage. There was no information that the condition was related to an accidental injury. Also the services were not provided in a hospital.

The Commissioner concludes that the care the Petitioner received on August 9, 2006, does not meet the limited criteria for dental coverage set forth in the certificate and is not a covered benefit.

V
ORDER

BCBSM's final adverse determination of February 18, 2008 is upheld. BCBSM is not required to cover the Petitioner's August 9, 2007 dental care.

This is a final decision of an administrative agency. Under MCL 550.1915, any person

aggrieved by this Order may seek judicial review no later than sixty days from the date of this Order in the circuit court for the county where the covered person resides or in the Circuit Court of Ingham County. A copy of the petition for judicial review should be sent to the Commissioner of the Office of Financial and Insurance Regulation, Health Plans Division, Post Office Box 30220, Lansing, MI 48909-7720.

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Ken Ross
Commissioner